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Attorneys for Plaintiff  
LEVI STRAUSS & CO.

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

LEVI STRAUSS & CO.,

Plaintiff,

v.

TRIPP NYC, INC.,

Defendant.

Case No. C 05-00319 JW

**[PROPOSED] FINAL JUDGMENT  
UPON CONSENT AND  
PERMANENT INJUNCTION**

Plaintiff Levi Strauss & Co. ("LS&CO.") has filed a Complaint alleging trademark infringement, dilution, and unfair competition under federal and California law against Tripp NYC, Inc. (hereinafter "Tripp"). LS&CO. alleges that Tripp has manufactured or arranged for the manufacture of, promoted, and sold clothing, including denim jeans, that violates LS&CO.'s rights in its registered Tab Device Trademark (the "Tab Trademark").

The parties have agreed to a settlement of this dispute and, as part of that settlement, the parties have agreed to entry of final judgment upon the following stipulated facts. Each party has waived the right to appeal from this final judgment and each party will bear its own fees and costs in connection with this action.

**I. STIPULATED FACTS AND CONCLUSIONS**

A. This Court has subject matter jurisdiction over this lawsuit and personal jurisdiction

1 over each of the parties. Venue is proper in this Court.

2 B. Tripp has manufactured or arranged for the manufacture of, distributed, and sold jeans  
3 under the brand names TRIPP and TRASH that display the tabs illustrated in Exhibits A-1, A-2 and  
4 A-3. These tabs are referred to collectively herein as the "Tripp Tabs."

5 **II. ORDER**

6 It is hereby ordered and adjudged as follows:

7 A. Tripp shall pay the sum of \$10,000.00 to LS&CO. within ten days of entry of this  
8 Order.

9 B. Tripp, its principals, agents, affiliates, employees, officers, directors, servants, privies,  
10 successors, and assigns, and all persons acting in concert or participating with it or under its control  
11 who receive actual notice of this Order, are hereby permanently enjoined and restrained, directly or  
12 indirectly, from doing, authorizing or procuring any persons to do any of the following:

13 1. Manufacturing, licensing, selling, offering for sale, distributing, importing,  
14 exporting, advertising, promoting, or displaying any garments that display any tab or tab-like design in  
15 the form and location illustrated in Exhibits A-1, A-2 or A-3, or in any form and location confusingly  
16 similar to LS&CO.'s Tab Trademark;

17 2. Violating the rights of LS&CO. in and to the Tab Trademark;

18 3. Assisting, aiding or abetting any person or entity engaging in or performing any  
19 act prohibited by this paragraph.

20 B. In the event that Tripp violates the terms of this Final Judgment Upon Consent and  
21 Permanent Injunction by making, selling or offering for sale garments displaying any of the tabs  
22 illustrated in Exhibits A-1, A-2, or A-3, it shall pay to LS&CO. liquidated damages of (a) 20% of the  
23 sales revenue received by Tripp at any time on account of such garments, or (b) \$10,000, whichever is  
24 greater, and judgment shall be entered against Tripp for that amount. Tripp specifically acknowledges  
25 that this is a reasonable estimate of the damages to which LS&CO. would be entitled by virtue of  
26 Tripp's sales of such garments and the costs LS&CO. has incurred in enforcing its rights. Such  
27 liquidated damages shall be in addition to any damages award or equitable relief to which LS&CO.  
28 may be entitled with respect to future sales by Tripp that violate LS&CO.'s trademark rights, but any

1 payments made by Tripp pursuant to this paragraph shall be deemed a credit against any potential  
2 award of damages under this paragraph. If LS&CO. commences an action for enforcement of this  
3 liquidated damages provision, the prevailing party shall be awarded reasonable attorneys' fees and  
4 costs from the other party.

5 C. This is the final judgment and shall finally adjudicate any and all of LS&CO.'s claims  
6 against Tripp, its agents, affiliates, related companies, employees, officers, servants, privies,  
7 successors, assigns, and customers, and all persons acting in concert or participating with them or  
8 under their control. Other than the obligations set forth in this Final Judgment, the parties hereto  
9 release one another from any and all other claims which they made or of which they specifically were  
10 aware against each other, and their respective agents, affiliates, related companies, employees,  
11 officers, servants, privies, successors, assigns and customers, as of the "So Ordered" date of this Final  
12 Judgment.

13 D. This Court shall retain jurisdiction for the purpose of making any further orders  
14 necessary or proper for the construction or modification of this judgment, the enforcement thereof,  
15 and/or the punishment for any violations thereof. For the purpose of any future proceeding to  
16 enforcement the terms of this Order, service by mail upon counsel of record in this action for each  
17 party shall be deemed adequate notice for each party.

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1 The parties, through their undersigned counsel, hereby stipulate to the above facts and  
2 conclusions and consent to the entry of this Final Judgment Upon Consent and Permanent Injunction.

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4 IT IS SO STIPULATED.

5 Dated: July 29, 2005

/s/ Gia L. Cincone *Gia L. Cincone*  
Gia L. Cincone  
Townsend & Townsend & Crew

7 ATTORNEYS FOR PLAINTIFF  
8 LEVI STRAUSS & CO.

9 Dated: July 26, 2005

/s/ Robert A. Schachter *Robert A. Schachter*  
Robert A. Schachter  
Robinson Brog Leinwand Greene Genovese & Gluck P.C.

11 ATTORNEYS FOR DEFENDANT  
12 TRIPP NYC, INC.

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15 PURSUANT TO STIPULATION, IT IS SO ORDERED AND ADJUDGED.

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17 DATED: 8/4/2005

*James Ware*  
Hon. James Ware  
United States District Judge

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28 [PROPOSED] CONSENT JUDGMENT  
AND PERMANENT INJUNCTION

- 4 -

Levi Strauss & Co. vs. Tripp NYC, Inc.  
Case No. C 05-00319 JW

Exhibit A





Exhibit A-1



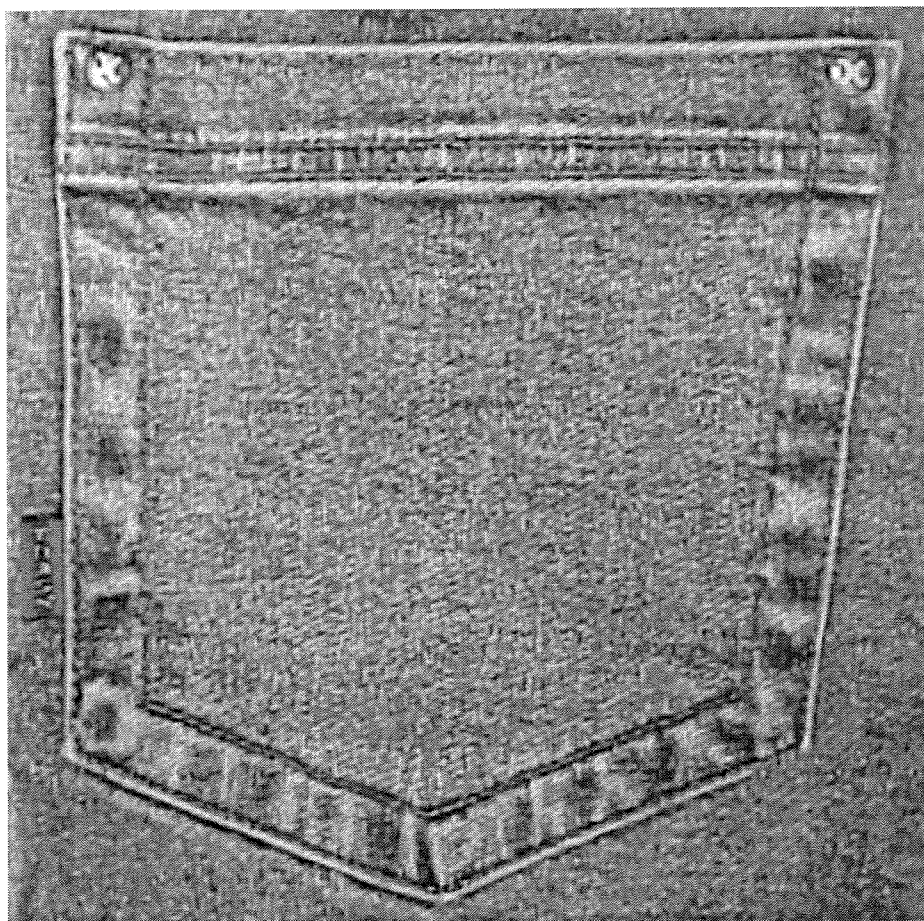


Exhibit A-2

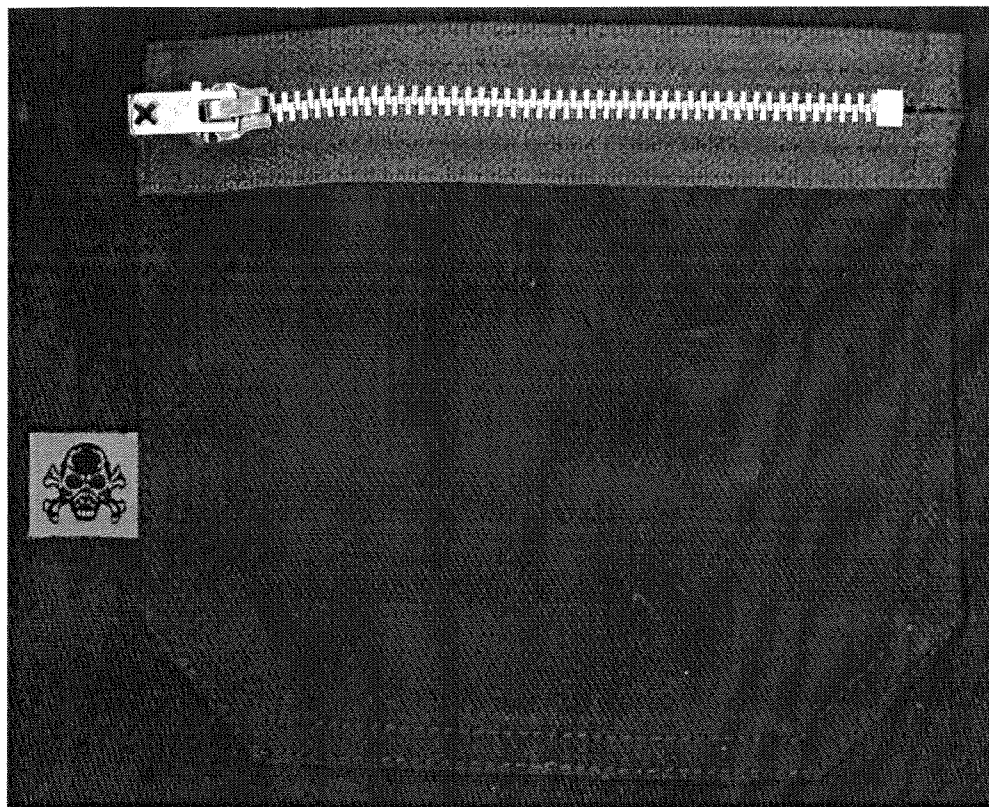


Exhibit A-3